



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

NOTICE OF REQUEST FOR LETTERS OF INTEREST (LOI) #1090 FOR AIRPORT ATM

June 22, 2010

PROJECT BACKGROUND

The County of San Luis Obispo Regional Airport (SBP) is currently soliciting **LOIs** from area Financial Institutions interested in installing and operating an ATM, to continued to be located in the baggage claim area of the terminal building (see exhibit A). Currently, an ATM has been in service since July 1, 2005.

Between meeters, greeters, and passengers (enplanements – folks getting on a plane and deplanements – folks getting off), the volume of people passing through the terminal approximated 325,000 through 12/31/09. Over the last 18+ months, the airport has been working with its community partners to enhance local air service. Since the summer of 2008, USAirways has added flight frequency and jet capacity. United Express operated by SkyWest Airlines has also added frequency. Earlier this year the County of San Luis Obispo was selected by the US Department Of Transportation for a Small Community Air Service Development Grant award (one of 19 communities selected out of 84 that applied) to be used in conjunction with local matching funds to seek new air service locally.

Where Passenger enplanements for all of 2009 totaled 121,326, March, April, and May 2010 enplanements were up 9.5% (10,511) 6% (10,527), and 13.2% (11,219) respectively from same months in 2009. As reported recently by USA Today, available airline seats for last month had increased approximately 23.7% from May 2009, to 520.

If your firm is interested and qualified, please submit your **LOI by 4pm on Wednesday, July 23rd, 2010** to:

County of San Luis Obispo
General Services Agency - Purchasing
1087 Santa Rosa St.
San Luis Obispo, CA 93408

LOIs submitted after **4 p.m. on 7/23/10** will not be considered. Technical questions can be directed to Philip M. D'Acri, Airport Business Development Manager, via e-mail at pdacri@co.slo.ca.us

PROJECT SCOPE

Permittee will be responsible for installation, and all servicing and maintenance of ATM machine.

SUBMITTAL AND SELECTION

1. All **LOIs**, consisting of no more than three pages, must be received by mail, recognized carrier, or hand delivered no later than **4pm on 7/23/10**. Late submissions will not be considered.
2. Costs of preparation of **LOI** will be borne by the proposer.
3. It is preferred that all **LOIs** be submitted on recycled paper, printed on two sides.
4. This **LOI** may result in the County selecting a Financial Institution and issuing a permit, however, this request does not constitute an offer and creates no obligation on the part of the County to issue a permit.
5. The County reserves the option to reject any and/or all **LOIs**, wholly or in part, received by reason of this request.
6. The County reserves the option to retain all **LOIs**, whether selected or rejected.
7. All **LOIs** shall remain firm for forty five (45) days following closing date for receipt of **LOIs**.
8. The County reserves the right to award a permit to the Financial Institution who presents the **LOI** which in the judgment of the County, best accomplishes the desired results for and compatibility with, the Airport.
9. The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women's business enterprises to submit evidence of such classification with their qualifications.
10. The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Financial Institutions of all changes in scheduled due dates by written addenda.

* County reserves the right to change, amend, and/or remove language in sample Permit Agreement with successful proposer.

EXHIBIT A



EXHIBIT B – SAMPLE ATM PERMIT

EXHIBIT B

USE PERMIT

THIS USE PERMIT, hereinafter referred to as the "Permit",
made and entered into this [REDACTED], by and
between

COUNTY OF SAN LUIS OBISPO,
hereinafter referred
to as "COUNTY"

and

[REDACTED]
hereinafter referred to as
"Permittee".

WITNESSETH:

WHEREAS, County is owner and operator of the San Luis Obispo
County Regional Airport; and

WHEREAS, County requires special services for the
professional operation of an Automatic Teller Machine at the
Airline Terminal; and

WHEREAS, Permittee is engaged in provision of such services;

NOW, THEREFORE, in consideration of the mutual covenants
contained herein, the parties agree that:

1. **PREMISES**

County hereby agrees to allow Permittee to install, operate
and maintain one (1) Automatic Teller Machine (ATM), within the
designated location of the Airline Terminal, as identified on
Exhibit A, attached hereto and made a part hereof by this
reference, hereinafter referred to as the "Premises".

EXHIBIT B

2. USE OF PREMISES

Permittee's use of the Airport shall be limited to the installation, operation and maintenance of an ATM. Permittee shall not use the Airport for any other purpose.

Permittee shall have the right during the term of this Permit to install, operate and maintain an ATM at the existing Airport Terminal premises.

3. TERM

The term of this ATM Use Permit shall be [REDACTED] effective [REDACTED] and ending [REDACTED]

Permittee shall have the right to terminate this Permit upon thirty (30) days prior written notice to the County, in the event of changes imposed by governmental law or regulation that would prevent operation of the ATM.

The County shall have the right to terminate this Permit upon thirty (30) days prior written notice to Permittee in the event of closure of the Airport, or existing terminal, of which the premises is a part, or in the event that the existing terminal ceases to be designated as the primary air terminal building, in compliance with paragraph (30), Master Plan Development.

4. RENTAL

As consideration for the right to occupy the Premises and rights granted to Permittee under this Permit, Permittee shall pay the County a [REDACTED]

[REDACTED]

All payments shall be made to the County of San Luis Obispo, Office of the Airports Manager, 903-5 Airport Dr., San Luis Obispo, CA 93401, Attn: Accounts Receivable, or at other such place as the General Services Director may designate.

5. CHARGE FOR LATE PAYMENT

Permittee hereby acknowledges that the late payment of Rent or any other sums due hereunder will cause County to incur costs

EXHIBIT B

not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of Rent as specified in Section 4 of this Permit or any other sum due County is not received by County by the due date, [REDACTED]

[REDACTED] If still unpaid for thirty (30) days after the delinquency date the legal rate of interest shall apply.

Permittee and County hereby agree that such late charges represent a fair and reasonable estimate of costs incurred by County by reason of Permittee's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Permittee's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

6. SECURITY DEPOSIT

Permittee shall deposit with County, a Cashier's check or cash in the amount of [REDACTED] as security for any performance of the terms and conditions of this Permit by Permittee. If Permittee defaults in respect to any term or condition contained herein, including payment of fees, County may retain the whole or any part of said security for the payment of fees in default or any other sum County may be required to spend or incur by reason of Permittee's default. Should Permittee faithfully and fully comply with terms and conditions of this Permit the security or any balance shall be returned to Permittee upon the termination of this Permit. County shall not be required to pay interest on any cash deposit.

7. INSURANCE AND INDEMNIFICATION

A. General Insurance Policy Requirements

Permittee shall obtain and maintain for the entire term of the Permit and Permittee shall not perform any work under the Permit until after he has obtained insurance complying with the provisions of this paragraph. Said policies shall be issued by companies authorized to do business in the State of California. Permittee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided:

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1. **Commercial Liability Insurance:** Permittee shall maintain in full force and effect for the period covered by the Permit, commercial liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Permittee's operations in the performance of the Permit, including, without limitation, acts involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the total amount of One Million Dollars (\$1,000,000). The following endorsements must be attached to the policy:

(a) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(b) The policy must cover personal injury as well as bodily injury.

(c) Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.

2. **Workers' Compensation Insurance:** In accordance with the provisions of sections 3700 et seq., of the California Labor Code, if Permittee has any employees, Permittee is required to be insured against liability for workers' compensation or to undertake self insurance. Permittee agrees to comply with such provisions before commencing the performance of this Permit.

3. **Additional Insureds to be Covered:** The commercial general liability policies shall name "County of San Luis Obispo, its officers, employees, and agents as additional insureds. The policy shall provide that the Permittee's insurance will operate as primary insurance and that no other insurance maintained by the County, or additional insureds will be called upon to contribute to a loss hereunder.

4. **Certification of Coverage:** Prior to commencing work under this Permit, Permittee shall furnish County with the following for each insurance policy required to be maintained by this Permit:

(a) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in

EXHIBIT B

coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(b) A Workers' Compensation certificate of insurance must be provided.

(c) Upon written request by the County, the Permittee shall provide a copy of the complete insurance policy.

(d) Approval of Insurance by County shall not relieve or decrease the extent to which the Permittee may be held responsible for payment of damages resulting from Permittee's services or operations pursuant to this Permit. Further, County's act of acceptance of an insurance policy does not waive or relieve Permittee's obligations to provide the insurance coverage required by the specific written provisions of this Permit.

5. Effect of Failure or Refusal: If Permittee fails or refuses to procure or maintain the insurance required by this Permit, or fails or refuses to furnish County with the certifications required by Subparagraph 4. above, County shall have the right, at it's option, to forthwith terminate the Permit for cause.

B. Indemnification

Permittee shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating (directly or indirectly) to this Permit, the tenancy created under this Permit, or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers, agents and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers, agents and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Permittee, or its agents, employees or other independent contractors directly responsible to Permittee, including, but not limited to, the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.

EXHIBIT B

3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict liability.
8. Inverse Condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Permittee is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Permit and the remaining language shall be given full force and effect.

8. ASSUMPTION OF RISKS

Permittee represents that Permittee has inspected said Airport and Premises, and all facilities thereupon and in connection therewith, and that Permittee accepts the condition of same and fully assumes all risks incidental to the use thereof. The County shall not be liable to Permittee for any damages or injuries to the property or person, or to the agents, employees or business visitors of Permittee, which may result from hidden, latent or other dangerous conditions upon said Airport, building or Premises, or which may result from the negligence of the County, its agents, officers or employees, or which may result from any condition of fire, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

9. POSSESSORY INTEREST

Permittee recognizes and understands that this Permit shall create a possessory interest subject to taxation and that Permittee is required to pay any and all taxes levied on such interest prior to delinquency.

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10. SIGNAGE

Permittee, at its sole cost and expense, may install a customary fabricated "surround" on the ATM exterior with Permittee's standard branding, logo and identification subject to County approval, which approval shall not be unreasonably withheld.

11. ALTERATIONS AND IMPROVEMENTS

Permittee shall make no structural alterations, additions or improvements upon the Premises, without the written consent of County first had and obtained, and provided that when so authorized said alterations, additions or improvements shall be upon the sole charge and responsibility of Permittee, and Permittee shall protect said Premises from any lien or charges whatsoever, by reason of said alterations, additions or improvements.

[REDACTED] County will provide two phone lines from the building main point of entry to the wall behind the ATM site in the baggage claim area, using the existing conduit next to the fire extinguisher. [REDACTED]

[REDACTED] County will provide the existing electrical outlet below the fire extinguisher location.

Upon termination of this Permit, Permittee shall have a reasonable amount of time for removal of equipment and trade fixtures installed at Permittee's expense. Upon abandonment or failure to remove such equipment or trade fixtures by Permittee within a reasonable period of time, not to exceed seven (7) days, the County will have the right to remove any remaining equipment, at Permittee's sole cost and expense.

Upon the removal of such property as is authorized to be removed by the Permittee by the terms of this Permit, whether such removal be upon termination of this Permit or at any time prior thereto, the Permittee shall at Permittee's own cost and expense, (a) repair all damage to the Premises caused by the addition or removal of such property by the Permittee, and (b) restore the Premises to the same condition of good order and repair as said Premises were in at the commencement date of said term, reasonable

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use and wear thereof and damage by act of God and the elements being excepted therefrom.

12. SCOPE OF SERVICES

A. Authorized Transactions. The machine will support cash withdrawals or advances through the network affiliations identified in Section 12.B, and may support additional electronic banking services including account balance inquiries, and transfers for Permittee's customers. The County shall receive prior written notification of any changes to authorized transactions. All transactions will use United States currency. The twenty dollar bill will serve as the primary denomination used to conduct withdrawals, but other denominations, i.e. five and ten dollar bills, are acceptable. No rights implied or otherwise are granted hereunder for conducting transactions with foreign currency.

B. General Minimum Standards of ATM. The ATM installed under this Permit shall meet the minimum standards established by the County. At minimum, each machine shall:

- Meet County approved design standards. [REDACTED]
- Have a receipt option
- Be new or recently refurbished
- Meet ADA regulations for approach height and reach and accommodate use for patrons with visual impairments.
- Have a posted 24 hour service phone number with procedures for reporting problems.
- Be operational and available for use 24 hours a day, 7 days a week (including Holidays), except for system downtime beyond operator's control; i.e., communications interruptions, or scheduled downtime to perform regular maintenance and accounting functions.
- Provide access to most major ATM, credit card and debit card networks. Provide access to at least two (2) of the following ATM network systems (Star, Cirrus, Explore, and Plus).

C. Servicing and Maintenance of ATM. Permittee shall routinely service the machine, so it shall remain at all times in a properly stocked, cleaned and serviceable condition. The machine shall be so stocked and ready for use twenty-four (24) hours a day, seven days a week.

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Permittee shall conduct the appropriate preventative maintenance necessary to ensure the machine presents a professional appearance and remains in a fully operational condition. In the event of a reported problem, Permittee's personnel shall be available at the Airport to service or repair the machine within four (4) hours of the time of request. If a machine must be removed from Airport to complete required repairs or servicing, a serviceable replacement must be installed for the duration of the removal.

Permittee shall be solely responsible for any and all costs associated with the servicing and maintenance of the ATM.

D. Addition, Removal and Relocation of Machine(s). Permittee shall not add, remove or relocate the ATM at Airport without the prior written approval of the Director.

The Director reserves the right to require Permittee to relocate the ATM at the Airport, upon sixty (60) days advance written notice. In the event of an emergency, such as a natural disaster or some other type of unforeseeable event that renders the Premises inaccessible or unsafe to the public, the advance written notice period described above is waived.

Permittee shall have the right to terminate the agreement, by providing County with a thirty (30) days prior written notice, if a newly designated location prevents Permittee from effectively operating the ATM.

Any such ATM addition, removal or relocation required by the Director or requested by Permittee shall be at the Permittee's sole cost and expense.

E. Inspection. The Director shall have the right at all reasonable times to inspect the ATM or any associated equipment of Permittee on the Airport.

F. Security Plan. Permittee will develop and maintain a security plan detailing the procedures for its employees handling currency during servicing and operations of the ATM. The plan will meet with the Director's approval and if any conflicts arise between Permittee's security plan and the Airport's security plan or governing regulations, the Permittee's plan will be modified accordingly.

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13. CLOSURE

At any time, should an occurrence necessitate the closing of the terminal or Premises to the general public, Permittee shall have no recourse by law to the County for losses incurred.

14. PEACEABLE POSSESSION

County agrees that Permittee, paying the rental and performing the covenants herein contained on Permittee's part to be paid, observed, kept and performed, Permittee shall and may, peaceably and quietly have, hold and enjoy said Premises during the term aforesaid. Permittee, in turn, agrees to quit and deliver up possession of said Premises peaceably and quietly at the expiration of said term, or any sooner termination as contained within this Permit.

15. ASSIGNMENT

Permittee shall have the right to assign its interest in this Permit to (i) a subsidiary, parent, affiliate, division or corporation controlled by or under common control with Permittee, or (ii) a successor corporation related to Permittee by merger, consolidation, reorganization or government action.

16. TERMINATION BY DEFAULT

In the event of default, County shall have the right to terminate this Permit upon serving the required notices to Permittee as follows:

A. The failure of Permittee to provide required reports or pay fees due, or make any payment required under this Permit, within five (5) days after written notice from County that said payments are due and owing.

B. The failure of Permittee to keep, perform and observe any and all promises, covenants, conditions and agreements set forth in this Permit within thirty (30) days after written notice of default thereof from County; provided, however, that where fulfillment of any such promises, covenants, conditions or agreements requires activity over a period of time, and Permittee has commenced to perform whatever may be required to cure the particular default, County will not exercise any remedy available to it hereunder so long as Permittee diligently continues to pursue the performance of whatever may be required to cure the particular default in a manner satisfactory to County.

EXHIBIT B

C. The abandonment of the premises, the voluntary or involuntary assignment or transfer of Permittee's interest in this Permit without prior written consent of County.

D. County shall have the option to continue this Permit in full force and effect, and the Permit will continue in effect as long as County does not terminate Permittee's right to possession, and County shall have the right to collect rent when due. During the period Permittee is in default, County can seize the premises, or any part of them, and appoint a new Permittee to fulfill the Permit. Permittee shall be liable immediately to County for all costs County incurs in re-letting the premises, including, without limitation, brokers' commissions, expenses of cleaning and restoring the premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this Permit. Permittee shall pay to County the rent due under this Permit on the dates the rent is due, less the rent County receives from an re-letting. No act by County allowed by this Paragraph shall terminate this Permit unless County notifies Permittee that County elects to terminate this Permit.

Notice of termination by County shall not relieve Permittee from the performance of any obligations under this Permit and such termination shall not prevent County from recovering any such sums or damages, or from enforcing such obligations or recovering damages for any default thereof by any remedy provided by law; and provided, further, that this Paragraph shall not be deemed to provide the exclusive remedy of County and nothing contained herein shall prevent County from pursuing any other remedy provided by this Permit or any remedy which may be provided by law.

17. WAIVER OF BREACH

County's failure to take advantage of any default or breach of covenant on the part of Permittee shall not be construed as a waiver thereof; nor shall any custom or practice, which may grow up between the parties in the course of administering this instrument, be construed so as to waive or to lessen the right of County to insist upon the performance by Permittee of any term, covenant or condition hereof, or to exercise any rights given them on account of any such default. A waiver of any particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach of default.

18. BANKRUPTCY

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It is agreed that in the event Permittee shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Permit shall immediately terminate and County shall have the right forthwith to re-enter said Premises, and in no event shall this Permit be, or be treated as, an asset of Permittee after adjudication of bankruptcy.

If Permittee shall become insolvent or fail in business, then this Permit may be terminated at the option of County, in which event County shall have the right to immediately re-enter said Premises, and in no event shall this Permit be, or be treated as, an asset of Permittee after the exercise of said option.

As hereinabove set forth, it is agreed that this Permit is not assignable by Permittee, either voluntarily or involuntarily, or by any process of law, except as herein otherwise provided, and shall not be under the control of the creditors, or trustee or trustees of Permittee in case of bankruptcy, or in the insolvency of Permittee, but shall then be subject to termination, as herein provided.

19. FORFEITURE

If any of the following events occur, the County may opt to take the actions hereinafter set forth in this section:

A. If Permittee offers, causes or affects composition of creditors, or

B. a reorganization or plan to reorganize, or

C. adjustment or plan of readjustment of Permittee's debts, or

D. if any receiver, attachment or keeper of the business or of the property or assets of Permittee be instituted, and such receiver, attachment or keeper be not discharged or released within ten (10) days, or

E. if the receiver makes a general or any assignment for the benefit of creditors, or

F. if the receiver should abandon or vacate the Premises, then in any of such events, the County shall have the option:

EXHIBIT B

1. To collect by suit or otherwise, each installment of rent or other sum as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Permittee required to be kept or performed; or

2. To re-enter said Premises, remove all persons therefrom, and terminate this Permit.

The foregoing remedies of County shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided for.

20. COMPLIANCE WITH LAWS

Permittee shall observe faithfully all rules and regulations affecting the use of the Premises, whether established by County, or any of its agents, officers or employees, by a political subdivision having jurisdiction, by the State of California, by the United States of America, or by any agencies thereof.

Permittee acknowledges receipt of San Luis Obispo County Airport's Title 24 - Airport Rules & Regulations (rev. 3/8/05).

21. NONINTERFERENCE WITH OPERATION OF AIRPORT

Permittee covenants and agrees that it will not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Permittee use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard.

22. RESTRICTIONS AND RESERVATIONS:

The rights granted Permittee herein are subject to the right of County to develop, maintain, improve and operate the Airport and its facilities as it sees fit, in a nondiscriminatory manner, without interference by Permittee. This Permit shall be subordinate and subject to the provisions of any existing or future agreements between County and the United States. This Permit is subject to the rights the United States Government now or may hereafter have or acquire affecting the control, operation, regulation and taking over of the Airport.

This Permit is made subject to any approval of Federal Aviation Administration which may be required. The "Rider" which

EXHIBIT B

specifies provisions required by Federal Aviation Administration attached hereto is incorporated herein and made a part hereof.

23. COMPLETE UNDERSTANDING AND AMENDMENTS

This Permit sets forth all of the agreements and understandings of the parties and any modification must be written and properly executed by both parties.

24. SUCCESSORS

This Permit is intended to and does bind and shall inure to the benefit of all the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

25. REPRESENTATION

Permittee hereby affirms that this Permit is entered into upon the sole reliance of Permittee's own observations and not because of any influence or representation of County or any other person.

26. NOTICES

All notices to be given by Permittee to County hereunder may be given by sending the same by certified mail addressed to the Airports Manager, 903-5 Airport Dr., San Luis Obispo, CA. 93401.

All notices to be given by County to Permittee hereunder may be given by sending the same by certified mail to Permittee at:

Either party may update notice information by providing written notice of same to the other party.

27. TIME

Time is of the essence of this Permit and all of the terms and covenants hereof are conditions.

28. CAPTIONS

The title or headings to the Paragraphs of this Permit are for convenience only and are not a part of this Permit, and shall have no effect upon the construction or interpretation of any part hereof.

EXHIBIT B

29. CONSTRUCTION DURING TERM

It is understood by Permittee that dirt and dust will be created from time to time by the maintenance or construction of the Airline Terminal and associated facilities. Due to the close proximity of the ATM to said maintenance or construction, the premises may be subject to dirt and dust. Permittee accepts this condition without reservation as part of this Permit and as such, shall not be entitled to a reduction in its fees to County as a result of any dirt and dust landing on the ATM equipment.

Permittee further understands that construction may cause inconvenience and disruption of business to the ATM. Permittee accepts this condition without reservation as part of this Permit and as such, shall not be allowed any compensation or reduction in its fees to County for losses suffered as a result of said construction.

30. MASTER PLAN DEVELOPMENT

The County hereby advises the Permittee and the Permittee so acknowledges that the County recently developed a master land use plan for the Airport (the "Master Plan"), and that this Master Plan has been adopted, and will be applicable to the premises used by Permittee.

Permittee understands that the County is under no obligation to anticipate or provide for Permittee's needs in the implementation of the Master Plan nor to provide for Permittee's need in any future airport planning, including potential development to be authorized pursuant to such planning. Further, Permittee recognizes that the County has the right to develop the premises in accordance with the Master Plan and that by doing so, the Permittee may not have continued use and occupancy of the premises.

In the event that County determines that all or any part of the premises are needed consistent with the Master Plan, or that the current premises will be vacated consistent with the Master Plan, County shall have the right to terminate this agreement by giving Permittee 90 days notice. In the event of termination, County will be under no obligation to provide Permittee with any relocation assistance or benefits, or to provide permittee with any compensation to loss of business or loss of business goodwill.

LETTERS OF INTEREST (LOI) FOR AIRPORT ATM

EXHIBIT B

or to reimburse permittee any costs or expenses related to the termination or non-renewal to the Permit by County.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT/////////////////////////////////

SAMPLE

EXHIBIT B

IN WITNESS WHEREOF, the parties have executed this **Permit** on the day and year first herein set forth.

COUNTY OF SAN LUIS OBISPO

By: **SHIRLEY BIANCHI**
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this
28 day of June, 2005.

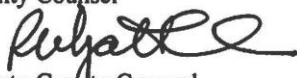
ATTEST:

JULIE L. RODEWALD
Clerk of the Board of Supervisors

By: **C.M. CHRISTENSEN**
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT

JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Date: 6-17-05

SAMPLE

EXHIBIT B

PERMITTEE: [REDACTED]

I, [REDACTED] certify that I am authorized to sign on behalf of [REDACTED] the
within instrument in my stated capacity and that said execution of the same shall be binding.

[REDACTED]

SAMPLE

EXHIBIT B

RIDER

Rider to Permit at the San Luis Obispo County Airport between County of San Luis Obispo (herein called "County") and [REDACTED] (herein called "Permittee").

PROVISIONS REQUIRED BY FEDERAL AVIATION ADMINISTRATION

1. Permittee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Permittee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over, or under premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (c) that Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Permit and to reenter and repossess the premises and the facilities thereon, and hold the same as if the Permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.

EXHIBIT B

4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT PERMITTEE may be allowed to make reasonable and nondiscriminatory discounts, rebates and other similar types of price reductions to volume purchasers.
5. Noncompliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance County shall have the right to terminate this Permit and the rights hereby created without liability therefore; or at the election of the County or the United States, either or both said governments shall have the right to judicially enforce Provision 4 above.
6. Permittee agrees that it shall insert the above five provisions in any lease, permit, contract, license, agreement or other instrument by which Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or service to the public on the premises.
7. Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds or race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity.
8. County reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Permittee, and without interference or hindrance.
9. County reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of the Permittee in this regard.
10. The Permit shall be subordinate to the provisions and requirements of any existing or future agreement between County and the United States relative to the development, operation or maintenance of the Airport.
11. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

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12. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).
13. There is hereby reserved to County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport.
14. Permittee, by accepting this Permit, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the premises. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises and to remove the offending structure or tree, all of which shall be at the expense of Permittee.
15. Permittee, by accepting this Permit, agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, County reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Permittee.
16. The Permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use by the Airport by the United States during the time of war or national emergency.

EXHIBIT B

